

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
	)	
BIG LOTS, INC., <i>et al.</i> ,	)	Case No. 24- 11967 (JKS)
	)	(Jointly Administered)
Debtors.	)	
	)	
	)	

---

**OBJECTION OF CITY VIEW TOWNE CROSSING FORT WORTH, TX, LP TO  
DEBTORS' NOTICE OF POTENTIAL ASSUMPTION AND ASSIGNMENT OF  
EXECUTORY CONTRACTS OR UNEXPIRED LEASES AND CURE AMOUNT**

City View Towne Crossing Fort Worth, TX, LP (“City View”), by and through its undersigned attorneys, hereby files its objection to the cure amount set forth in the Notice of Potential Assumption and Assignment of Executory Contracts and Unexpired Leases filed by the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) on October 16, 2024 (the “Cure Notice”) [D.I. 511], and respectfully represents in support thereof as follows:

**BACKGROUND**

1. On September 9, 2024 (the “Petition Date”), the Debtors filed respective voluntary petitions for reorganization pursuant to Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”). Since the Petition Date, the Debtors have continued to manage their properties and operate their businesses as debtors-in-possession pursuant to §§1107 and 1108 of the Bankruptcy Code.

2. City View is the owner of certain nonresidential real property located in Fort Worth, Texas (the “Property”). The Property is a shopping center within the meaning of §365(b) of the Bankruptcy Code.

3. Pursuant to a nonresidential lease (the “Lease”) between City View, as lessor, and Big Lots Stores-PNS, LLC, one of the Debtors, as lessee, that entity. leases retail premises at the Property.

4. On the Petition Date, the Debtors filed a motion seeking, among other relief, approval of certain bidding and sale procedures in connection with the proposed sale of substantially all of their assets, including procedures relating to the assumption and assignment of leases (the “Sale Procedures Motion”) [D.I. 18].

5. On October 16, 2024, the Debtors filed the Cure Notice in connection with the Sale Procedures Motion. With respect to City View, the Cure Notice reflects that the Debtor’s stated cure amount under the Lease is \$21,629.00 (the “Stated Cure Amount”).

6. On September 12, 2024, City View timely filed a proof of claim in the amount of \$62,050.50.

7. Annexed hereto and made a part hereof as Exhibit “A” is a statement reflecting the amount due and owing under the Lease as of October 23, 2024.

8. While City View reserves all of its rights with respect to the prospective assumption and assignment of the Lease, it objects to the Stated Cure Amount for the reasons hereinafter set forth.

### **RELIEF REQUESTED**

#### **A. The Cure Amount is Understated.**

9. As it relates to City View, the Cure Notice understates the amount due and owing by the Debtors under the Lease. In contrast to the Stated Cure Amount, the actual amount due and owing under the Lease as of October 23, 2024 is \$62,020.50 as reflected in Exhibit “A”.

10. In order to assume the Lease, the Debtors are required to cure defaults existing thereunder pursuant to § 365(b)(1)(A) of the Bankruptcy Code, which provides in relevant part that “[i]f there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of assumption of such contract or lease, the trustee ... cures, or provides adequate assurance that the trustee will promptly cure, such default...” 11 U.S.C. § 365(b)(1)(A).

11. Accordingly, the Lease may not be assumed unless and to the extent that all pre- and post-petition amounts are paid promptly and in full.

### **RESERVATION OF RIGHTS**

12. City View specifically reserves its rights to object to any other relief sought by the Debtors in connection with the assumption of the Lease, including adequate assurance of future performance to be provided by the successful purchaser.

### **CONCLUSION**

13. For the foregoing reasons, City View seeks an order of this Court fixing the Debtors’ cure obligations under the Lease in the amount set forth herein (less any payments made by the Debtors on account of such sum prior to the assumption of the Lease plus any additional post-petition amounts accruing under the Lease through the date thereof) and directing the Debtors promptly to satisfy such amount following the entry of an order approving the assumption and assignment of the Lease.

WHEREFORE, City View Towne Crossing Fort Worth, TX, LP respectfully requests the entry of an order granting the relief described herein, together with such other and further relief as is just and proper.

Dated: October 30, 2024

**FLASTER GREENBERG**

/s/ William J. Burnett, Esquire  
By: William J. Burnett, Esquire (Del. Bar No. 4078)  
221 W. 10<sup>th</sup> Street, 4<sup>th</sup> Floor  
Wilmington, DE 19801  
Telephone: (302) 351-1910  
Email: [William.burnett@flastergreenberg.com](mailto:William.burnett@flastergreenberg.com)

- and -

Jeffrey Kurtzman, Esquire  
**KURTZMAN | STEADY, LLC**  
101 N. Washington Avenue, Suite 4A  
Margate, NJ 08402  
Telephone: (215) 839-1222  
Email: [kurtzman@kurtzmansteady.com](mailto:kurtzman@kurtzmansteady.com)

Attorneys for City View Towne Crossing Fort  
Worth, TX, LP